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UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

NEDRA WILSON,

Plaintiff,

vs.

NEVADA AFFORDABLE HOUSING
ASSISTANCE CORPORATION,
a Nevada non-profit corporation,

Defendant.

NEVADA AFFORDABLE HOUSING
ASSISTANCE CORPORATION,
a Nevada non-profit corporation,

Counterclaimant,

vs.

NEDRA WILSON,

Counter-Defendant.

Case No.: 2:15-cv-01387-APG-CWH

**STIPULATED PROTECTIVE
ORDER REGARDING
CONFIDENTIALITY OF
DOCUMENTS PRODUCED**

Pursuant to Rule 26(c) of the Federal Rules of Civil Procedure, on joint motion of the parties and for good cause shown, the parties hereby stipulate and agree that a Protective Order should be entered in this matter as set forth below.

1 Plaintiff and Counter-Defendant Nedra Wilson (“Ms. Wilson”), represented by Robert
 2 Spretnak, has filed this action against Defendant and Counterclaimant Nevada Affordable Housing
 3 Assistance Corporation, a Nevada non-profit corporation, (“NAHAC”) represented by counsel
 4 Stefanie T. Sharp, Esq., and Clayton P. Brust, Esq. In her Complaint, Ms. Wilson alleged as follows:
 5 (1) unlawful retaliation in violation of 42 U.S.C. § 2000e-3(a), as set forth in Title VII of the Civil
 6 Rights Act of 1964, 42 U.S.C. §§ 2000e to 2000e-17; (2) unlawful employment discrimination due
 7 to race in violation of 42 U.S.C. § 2000e-2(a), as set forth in Title VII; and (3) violation of her civil
 8 rights pursuant to 42 U.S.C. § 1981. NAHAC denied liability on these claims and counterclaimed
 9 against Ms. Wilson, alleging the following: (1) breach of contract; (2) breach of the implied
 10 covenant of good faith and fair dealing; and (3) breach of the fiduciary duty of loyalty. Ms. Wilson
 11 moved to dismiss the second and third of these counterclaims and, additionally, has denied liability
 12 on each of the above counterclaims.

13 During discovery in this matter, NAHAC has requested and has subpoenaed documentation
 14 regarding Ms. Wilson’s health and medical history, including mental and emotional health and
 15 medical history. Ms. Wilson considers this information and any related documents to be private and
 16 confidential. The litigation of this case, including discovery, will require the production of
 17 documents, inspection of tangible things, the answering of interrogatories and requests to admit, and
 18 the taking of oral and/or written depositions, during which potentially confidential and/or private
 19 information and documents of the parties will be exchanged and disclosed. To expedite the flow of
 20 discovery without risk of automatic waiver of privilege or work product protection, to facilitate the
 21 prompt resolution of disputes over confidentiality, to protect adequately material entitled to be kept
 22 confidential, the parties agree to limit the disclosure and use of confidential and private information
 23 and documents as stipulated to pursuant to this Protective Order on the following terms:

24 Therefore, it is hereby ORDERED by the Court that the following shall apply to information,
 25 documents and excerpts from documents supplied by the parties to each other as initial disclosures,
 26 in response to discovery requests, third-party subpoenas duces tecum, or via any other method of
 27 production, formal or informal:

28 1. Counsel for any party may designate any document or information contained in a

document as confidential if counsel determines, in good faith, that such designation is necessary to protect the interests of the client. Information and documents designated by a party as confidential will be labeled “**CONFIDENTIAL – PRODUCED PURSUANT TO PROTECTIVE ORDER.**” “Confidential” information or documents may be referenced collectively as “confidential information.”

2. Any medical records produced pursuant to an “Authorization for the Release of Protected Health Information,” or similar release signed for the production of medical records, are designated “confidential” for purposes of this Stipulation even without the labeling set forth in Paragraph 1. This shall include any documentation received in response to a subpoena duces tecum issued to Ellaine Pingol, M.D.

3. Any documentation regarding any Independent Medical Examination to which Ms. Wilson has submitted are designated “confidential” for purposes of this Stipulation even without the labeling set forth in Paragraph 1.

4. Unless ordered by the Court, or otherwise provided for herein, the party receiving information designated hereunder as “confidential,” that is produced in this matter, may use such information only for all purposes in the course of this litigation, the matter of *Nedra Wilson v. Nevada Affordable Housing Assistance Corporation, a Nevada non-profit corporation*, and related claims, 2:15-cv-01387-APG-CWH.

5. In the event a party challenges another party’s confidential designation, counsel shall make a good faith effort to resolve the dispute in accordance with LR 26-7 and in the absence of a resolution, the challenging party may thereafter seek resolution by the Court. Nothing in this Stipulated Protective Order operates to create an admission by any party that confidential information disclosed in this case is relevant or admissible. Each party specifically reserves the right to object to the use or admissibility of all confidential information disclosed, in accordance with applicable law and Court rules.

6. Information or documents designated as “confidential” pursuant to paragraph 1, *supra*, shall not be disclosed to any person, except:

a. The requesting party and counsel of record;

1 b. Employees of such counsel assigned to and necessary to assist in the litigation;
2 c. Consultants or experts to the extent deemed necessary by counsel; and
3 d. Any person from whom testimony is taken or is to be taken in these actions,
4 except that such a person may only be shown that confidential information during and in preparation
5 for his/her testimony, and only as needed for purposes of that third party's testimony, and that such
6 person shall not retain the confidential information.

7 7. Prior to disclosing or displaying the confidential information to any person, counsel
8 shall (1) inform the person of the confidential nature of the information or documents; (2) inform
9 the person that this Order has restricted the use of the information or documents by him/her for any
10 purpose other than this litigation and has restricted the disclosure of that information or documents
11 to any other person; and (3) obtain a signed acknowledgment from that person, specifically stating
12 that the person has been informed of (i) the confidential nature of said information or documents and
13 (ii) the restrictions on the use and disclosure of said information or documents set forth in this Order.
14 Such signed acknowledgment shall be in the form of Exhibit A, attached hereto.

15 8. The confidential information may be displayed to and discussed with the persons
16 identified in Paragraphs 6(c) and (d) only on the condition that, prior to any such display or
17 discussion, each such person shall be asked to sign an agreement to be bound by this Order in the
18 form attached hereto as Exhibit A. In the event such person refuses to sign an agreement in the form
19 attached as Exhibit A, the party desiring to disclose the confidential information may seek
20 appropriate relief from the Court.

21 9. Information or documents designated as "confidential" pursuant to paragraphs 2 and
22 3 may be used for any purpose in connection with this litigation, including use as exhibits for
23 motions filed with the Court or as trial exhibits. Otherwise, information or documents designated
24 as "confidential" pursuant to paragraphs 2 and 3 are subject to the same restrictions and limitations
25 as provided in paragraph 6, *supra*.

26 10. For the purpose of Paragraphs 6(d) and 9, *supra*, any documents which become part
27 of an official judicial proceeding or which are filed with the Court are public documents, and such
28 documents will be sealed by the Court only upon motion. This Protective Order does not provide

1 for the automatic sealing of such documents.

2 11. At the conclusion of litigation, the confidential information and any copies thereof
3 shall be promptly (and in no event later than forty-five (45) days after entry of final judgment)
4 returned to the producing party or certified as destroyed.

5 12. The above is entirely without prejudice to the right of any party to apply to the Court
6 for any further protective order relating to confidential information; or to object to any subpoena or
7 to the production of documents or information; or to apply to the Court for an order compelling
8 production of documents or information; or for modification of this Order; or to seek any other relief
9 from the Court. The parties and their counsel acknowledge that it is their responsibility to timely
10 move for further protection of any documents and information, if needed. The withholding party
11 should move for any such order prior to the due date for any responses, when practicable. The
12 responding party will not be required to produce responsive documents and information until after
13 the Court has ruled on any motion for protective order. Once the Court rules on the motion, the
14 parties will be required to comply with the decision immediately.

15
16 DATED: February 22, 2016.

DATED: February 22, 2016.

17 LAW OFFICES OF ROBERT P. SPRETNAK

ROBISON, BELAUSTEGUI, SHARP & LOW

18 By: /s/ Robert P. Spretnak
19 Robert P. Spretnak, Esq.

By: /s/ Stefanie T. Sharp
Stefanie T. Sharp, Esq.
Clayton P. Brust, Esq.

20 Attorney for Plaintiff and Counter-Defendant

Attorneys for Defendant and Counterclaimant

21 8275 S. Eastern Avenue, Suite 200
Las Vegas, Nevada 89123

71 Washington Street
Reno, Nevada 89503

22
23 DATED: February 24, 2016

24 IT IS SO ORDERED.

25 
26 UNITED STATES MAGISTRATE JUDGE
27
28

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NEVADA AFFORDABLE HOUSING
 ASSISTANCE CORPORATION,
 a Nevada non-profit corporation,

Defendant.

Case No.: 2:15-cv-01387-APG-CWH

CONFIDENTIALITY AGREEMENT

NEVADA AFFORDABLE HOUSING
 ASSISTANCE CORPORATION,
 a Nevada non-profit corporation,

Counterclaimant,

vs.

NEDRA WILSON,

Counter-Defendant.

1. I, _____, hereby acknowledge that I am about to
 receive confidential information supplied by (check one below)

EXHIBIT A

- 1 ☐ Nedra Wilson; or
- 2 ☐ Nevada Affordable Housing Assistance Corporation, a Nevada non-profit corporation.

3 2. I have read the “Stipulated Protective Order Regarding Confidentiality of Documents

4 Produced” entered in the matter of *Nedra Wilson v. Nevada Affordable Housing Assistance*

5 *Corporation, a Nevada non-profit corporation*, and related claims, 2:15-cv-01387-APG-CWH. I

6 am executing this “Confidentiality Agreement” governing the restricted use of the confidential and

7 protected information in this litigation, which has been provided to me. I agreed to be bound by the

8 terms of this “Confidentiality Agreement.”

9 3. I will not use any of the confidential and protected documents and information for

10 any purpose other than the litigation at issue in this case. I further affirm that I will not reveal any

11 confidential information to, nor discuss it with, any other person except in accordance with the terms

12 of the “Stipulated Protective Order Regarding Confidentiality of Documents Produced” entered in

13 this matter.

14 4. At the conclusion of this litigation, I will return any confidential or protected

15 information provided to me in this matter to the attorney or law firm from whom it was received.

16 This shall include all confidential and protected documents, we well as any copies of the documents,

17 testimony, summaries, notes, extracts or abstracts containing any confidential and protected

18 information. If said documentation has been destroyed, I shall certify to that effect upon request.

19 5. I submit to the jurisdiction of the Court identified in this Agreement for the limited

20 purpose of enforcing the “Stipulated Protective Order Regarding Confidentiality of Documents

21 Produced” entered in this matter.

22

23 Signature: _____

24 Printed name: _____

25 SUBSCRIBED and SWORN to before me on this ____ day of _____, 2016.

26

27 _____

28 NOTARY PUBLIC